

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (Second Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Swift Transportation Co., LLC	FORMERLY Swift Transportation Co., Inc.	08/19/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	425 Walnut Street Floor 1		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202-3923		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3311758	SWIFT	
Serial Number:	77570783	THE CLEAN FLEET	
CORRESPONDENCE DATA			
Fax Number:	(917)777-3468		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(212) 735-3468		
Email:	Faith.Robinson@skadden.com		
Correspondent Name:	Shivram Sankar		
Address Line 1:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 2:	Four Times Square		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	117410/2		
NAME OF SUBMITTER:	Shivram Sankar		
Signature:	/Shivram Sankar/		

TRADEMARK

900172425

REEL: 004284 FRAME: 0865

CH \$65.00 3311758

Date:

09/27/2010

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

THE EXERCISE BY THE SECOND LIEN AGENT OR ANY OTHER SECURED PARTY OF THEIR RIGHTS HEREUNDER IS SUBJECT TO THE TERMS, CONDITIONS AND RESTRICTIONS OF THE INTERCREDITOR AGREEMENT REFERRED TO IN SECTION 7 OF THIS AGREEMENT.

This TRADEMARK SECURITY AGREEMENT, (SECOND LIEN), dated as of August 19, 2010 (this "Agreement"), is made by SWIFT TRANSPORTATION CO., LLC (formerly Swift Transportation Co., Inc), a Delaware limited liability company (the "Grantor"), in favor of U.S. BANK NATIONAL ASSOCIATION, as the second lien agent (together with its successor(s) thereto in such capacity, the "Second Lien Agent") for each of the Secured Parties (as defined in the Security Agreement).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Indenture, dated as of May 10, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Floating Rate Notes Indenture"), among Saint Acquisition Corporation, a Nevada corporation ("Merger Sub"), Saint Corporation, a Nevada corporation ("Parent"), and U.S. Bank National Association, a national banking association, as trustee (the "Floating Rate Trustee"), Merger Sub, on March 9, 2009, issued \$240.0 million of its Second-Priority Senior Secured Floating Rate Notes due 2015 (together with any additional Second-Priority Senior Secured Floating Rate Notes due 2015 that may be issued from time to time thereunder or exchanged therefor or for such additional Second-Priority Senior Secured Floating Rate Notes due 2015, the "Floating Rate Notes");

WHEREAS, pursuant to that certain Indenture, dated as of May 10, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Fixed Rate Notes Indenture"), among Merger Sub, Parent, and U.S. Bank National Association, a national banking association, as trustee (the "Fixed Rate Trustee", and together with the Floating Rate Trustee, the "Trustees"), Merger Sub, on March 9, 2009, issued \$595.0 million of its 12½% Second-Priority Senior Secured Fixed Rate Notes due 2017 (together with any additional 12½% Second-Priority Senior Secured Fixed Rate Notes due 2017 that may be issued from time to time thereunder or exchanged therefor or for such additional 12½% Second-Priority Senior Secured Fixed Rate Notes due 2017, the "Fixed Rate Notes", and together with the Floating Rate Notes, the "Notes");

WHEREAS, on May 10, 2007, Merger Sub merged with and into Swift Transportation Co., Inc., a Nevada corporation (the "Company"), with the Company being the surviving entity (the "Merger");

WHEREAS, on May 10, 2007, (i) Parent, the Company, the Subsidiary Guarantors and the Floating Rate Trustee have executed and delivered that certain First Supplemental Indenture, dated as of May 10, 2007, pursuant to which (A) the Company, as the surviving entity of the Merger, assumed all of the obligations and agreements of Merger Sub, as issuer of the Floating Rate Notes, under the Floating Rate Notes Indenture and the Floating Rate Notes and (B) each of the Subsidiary Guarantors became parties to the Floating Rate Indenture as a Subsidiary Guarantor thereunder, and (ii) Parent, the Company, the Subsidiary Guarantors and the Fixed Rate Trustee have executed and delivered that certain First Supplemental Indenture, dated as of

May 10, 2007, pursuant to which (A) the Company, as the surviving entity of the Merger, assumed all of the obligations and agreements of Merger Sub, as issuer of the Fixed Rate Notes, under the Fixed Rate Notes Indenture and the Fixed Rate Notes and (B) each of the Subsidiary Guarantors became parties to the Fixed Rate Indenture as a Subsidiary Guarantor thereunder;

WHEREAS, on May 10, 2007, pursuant to the terms of each Indenture, Parent and the Subsidiary Guarantors have entered into Note Guarantees under each Indenture pursuant to which each of Parent and each Subsidiary Guarantor, jointly and severally, unconditionally guaranteed that (i) the principal of, premium, if any, and interest on the Notes will be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful, and all other obligations of the Company under the Indenture, the Notes and the Security Documents hereunder or thereunder will be promptly paid in full or performed, all in accordance with the terms hereof and thereof, and (ii) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise;

WHEREAS, on May 10, 2007, the Floating Rate Trustee, the Fixed Rate Trustee, the Second Lien Agent, Parent, the Company and the Subsidiary Guarantors entered into that certain Collateral Sharing Agreement pursuant to which the Floating Rate Trustee, on behalf of itself and each of the other Floating Rate Secured Parties, and the Fixed Rate Trustee, on behalf of itself and each of the other Fixed Rate Secured Parties, appointed the Second Lien Agent as Second Lien Agent for the purposes of the Security Agreement (as defined below) and each of the other Security Documents;

WHEREAS, in connection with the Indentures, the Grantor has executed and delivered a Pledge and Security Agreement (Second Lien) in favor of the Second Lien Agent for the ratable benefit of itself and each of the Secured Parties, dated as of May 10, 2007 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Indentures and the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Second Lien Agent for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest in the Trademark Collateral (as defined below) to secure all the Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Second Lien Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest throughout the world, whether now or hereafter existing, owned or acquired by such Grantor, and wherever located, in and to the following (the "Trademark Collateral"):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office (including intent-to-use applications) and corresponding offices in other countries of the world or otherwise, and all common-Law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing, including the Trademark registrations and applications listed on Schedule I (collectively referred to as "Trademarks");

(b) all Trademark licenses and other agreements for the grant by or to the Grantor of any right to use any Trademark (each a "Trademark License");

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Trademark Collateral shall not include those items set forth in clauses (i) through (vi) of the last paragraph of Section 2.1 of the Security Agreement, including: (x) any contracts, instruments, licenses or other documents, any rights thereunder or any assets subject thereto, as to which the grant of a security interest therein would (A) constitute a violation of a valid and enforceable restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained, or (B) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder; (y) any asset, the granting of a security interest in which would be void or illegal under any applicable governmental law, rule or regulation, or pursuant thereto would result in, or permit the termination of, such asset; and (z) any application for Trademarks filed in the United States Patent and Trademark Office on the basis of any Grantor's "intent-to-use" such Trademark pursuant to 15 U.S.C. §1051 Section (b)(1) and for which a form evidencing use of the mark in interstate commerce has not been filed pursuant to 15 U.S.C. § 1051(c) or (d).

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Second Lien Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Second Lien Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Second Lien Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon the occurrence of any event that requires any Trademark Collateral to be released from the Lien of the Security Agreement pursuant to the provisions of Section 10.04 of the Indentures, the security interests granted herein shall automatically terminate with respect to such Trademark Collateral. Upon any such termination, the Second Lien Agent will, at the Grantors' sole expense, deliver to the Grantors, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral with respect to which such termination shall occur held by the Second Lien Agent hereunder, and execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Second Lien Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. To the extent there is any conflict between the terms of the Security Agreement and this Agreement, the Security Agreement shall control.

SECTION 6. Note Document. This Agreement is executed pursuant to the Indentures and the Security Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article XIII of the Indentures.

SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Agent pursuant to this Agreement and the exercise of any right or remedy by the Second Lien Agent hereunder is subject to the terms, conditions and provisions of the Intercreditor Agreement in all respects. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control in all respects.

SECTION 8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile (or other electronic transmission) shall be effective, or delivery of a manually executed counterpart.

SECTION 9. THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING FOR SUCH PURPOSE SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), EXCEPT TO THE EXTENT THAT THE PERFECTION, EFFECT OF PERFECTION OR NONPERFECTION,

AND PRIORITY OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES
HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED
BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

SWIFT TRANSPORTATION CO., LLC

By: Virginia Hendels
Name: VIRGINIA HENDELS
Title: CEO

U.S. BANK NATIONAL ASSOCIATION, as
Second Lien Agent


By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

SWIFT TRANSPORTATION CO., LLC

By: _____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION, as
Second Lien Agent

By: 
Name: Raymond S. Haverstock
Title: Vice President

SCHEDULE I
to Trademark Security Agreement

Registered Trademarks

Country	Trademark	Registration No.	Registration Date
U.S.A.	Swift ®	3,311,758	10/16/07

Pending Trademark Applications

Country	Trademark	Serial No.	Filing Date
U.S.A.	The Clean Fleet	77/570,783	09/16/08
Mexico	Swift	758997	01/05/06
Mexico	S and Design	758998	01/05/06